

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy Order terminating lien recorded at reel/frame 2765/0027		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CIT Group Business Credit, Inc.		09/20/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Pharmaceutical Formulations, Inc.		
Street Address:	460 Plainfield Avenue		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08818		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2717528	PHARMACIST'S SIGNATURE	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-446-4800		
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	LEINER (H. SMITH)		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

CH \$40.00 2717528

Date:

03/07/2008

Total Attachments: 17

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
PHARMACEUTICAL FORMULATIONS, INC.,) Case No. 05-11910 (MFW)
)
) Ref. Docket No. 36
Debtor.)

**ORDER AUTHORIZING (I) SALE OF CERTAIN OF THE DEBTOR'S ASSETS FREE
AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS AND
(II) ASSUMPTION OF CERTAIN LIABILITIES**

Upon consideration of the motion (the "Motion")¹ of Pharmaceutical Formulations, Inc., the above-captioned debtor and debtor in possession (the "Debtor"), for, inter alia, entry of an order under Sections 105(a), 363, 365, and 1146(c) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014 (the "Sale Order") authorizing (i) the sale (the "Sale") by Debtor of the Assets and the other assets of the Debtor as to which title shall be transferred over time pursuant to and as described in the Asset Purchase and Sale Agreement, dated as of July 8, 2005, as amended and restated by the Amended and Restated Asset Purchase and Sale Agreement, dated as of September 9, 2005 (the "Agreement"),² between the Debtor and Leiner, (ii) the assumption by Leiner of certain liabilities of the Debtor, pursuant to and as described in the Agreement and (iii) the Court having entered an order on August 8, 2005 (the "Bidding Procedures Order") approving (a) the Bidding Procedures, (b) the form and manner of notice of the Auction, and (c) the form and manner of the notice of the assumption and assignment of Contracts; and the Court having determined that the relief requested in the Motion

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Agreement, as the case may be; as to any conflicts with respect to such terms, the meanings contained in the Agreement shall control over the meanings contained in the Motion.

² A copy of the Agreement in substantially final form is attached hereto as Exhibit A.

is in the best interest of the Debtor, its estate and other parties-in-interest; and due and adequate notice of the Motion having been given under the circumstances; and upon the Declaration of Robert D. Katz in Support of the Chapter 11 Petition and First Day Motions filed with the Court on the Petition Date, and upon the record of the hearing held on September 20, 2005 (the "Sale Hearing"); and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

FOUND AND DETERMINED THAT:³

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. The Court has jurisdiction over this Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Motion are Sections 105, 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006 and 9014.

D. As evidenced by the affidavits of service and publication previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) due, proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Auction, the Sale, the Cure Amounts and the assumption and assignment of Contracts has been provided in accordance with Sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014 and in compliance with the Bidding Procedures Order to each party entitled thereto, (ii)

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Auction, the Sale, the Cure Amounts or the assumption and assignment of Contracts is or shall be required.

E. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtor has marketed the Assets and conducted the sale process in compliance with the Bidding Procedures Order and the Auction was duly noticed.

F. The Debtor (i) has full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale by the Debtor has been duly and validly authorized by all necessary corporate action, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, (iii) has taken all corporate action necessary to authorize and approve the Agreement and the consummation by the Debtor of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtor to consummate such transactions.

G. Approval of the Agreement and consummation of the Sale at this time are in the best interests of the Debtor, its creditors, its estate, and other parties-in-interest.

II. The Debtor has demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the Sale pursuant to Section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent the Sale the value of the Debtor's assets will be harmed.

I. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including:

(i) the Office of the United States Trustee; (ii) counsel for Leiner; (iii) counsel to the Official Committee of Unsecured Creditors appointed in this case (the "Committee"); (iv) all entities known to have expressed a bona fide interest in acquiring the Assets; (v) all entities (or counsel therefor) known to have asserted any lien, claim, encumbrance, right of refusal or other interest in or upon the Assets; (vi) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested in the Motion; (vii) all non-debtor parties to Contracts identified to be assumed and assigned; (viii) the office of the United States Attorney; (ix) the Securities and Exchange Commission; (x) the Internal Revenue Service; (xi) the Environmental Protection Agency; (xii) all state and local environmental agencies in any jurisdiction where the Debtor owns or has owned or used real property; and (xiii) all other parties that have filed a notice of appearance and demand for service of papers in these cases under Bankruptcy Rule 2002 as of the date of the Motion.

J. Pursuant to the First Amended and Restated Financing Agreement, dated May 15, 2003, by and among Debtor, Konsyl Pharmaceuticals, Inc. "KPI", together with Debtor, collectively, "Borrowers") and The CIT Group/ Business Credit Inc. (the "Lender") (as the same has been amended, modified, supplemented, extended, renewed, restated or replaced, including without limitation, by the Ratification and Amendment Agreement, collectively the "Loan Agreement"), the other Financing Agreements (as defined in the Loan Agreement) and the Order (A) Authorizing Debtors to Obtain Post-Petition Financing and Grant Security Interests and SuperPriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105 and 364(c); (B) Modifying the Automatic Stay Pursuant to §362; and (c) Authorizing Debtor to Enter into Agreements with the CIT Group/ Business Credit, Inc., dated July 13, 2005 (the "DIP Order"), Lender made loans, advances and other credit accommodations to the Debtor and was granted

super-priority administrative expense claims and first priority liens and security interests in and upon all of the Collateral (as defined in the Loan Agreement).

K. The Agreement was negotiated, proposed and entered into by the Debtor and Leiner without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor Leiner has engaged in any conduct that would cause or permit the Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

L. Leiner is a good faith purchaser under Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

M. Leiner is not an "insider" of the Debtor, as that term is defined in Section 101 of the Bankruptcy Code.

N. The consideration provided by Leiner for the Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Assets, (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia.

O. The Sale must be approved and consummated promptly in order to preserve the value of the Debtor's assets.

P. As of the Closing, pursuant to the terms of the Agreement, the transfer of the Assets to Leiner will be a legal, valid, enforceable, and effective transfer of the Assets, and will vest Leiner with all rights, title, and interests of the Debtor in the Assets free and clear of all liens, claims, encumbrances and interests other than Permitted Interests (as defined below), including, but not limited to: (i) those that purport to give to any party a right or option to effect

any forfeiture, modification, right of first refusal, or termination of the Debtor's or Leiner's interests in the Assets, or any similar rights; (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, (iii) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, options, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (iv) all debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtor or any of the Debtor's predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of this bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to claims otherwise arising under doctrines of successor liability (collectively, other than the Permitted Interests, the "Interests"). For purposes of this Sale Order, "Permitted Interests" shall mean any liens, claims, encumbrances and interests explicitly assumed by Leiner under the Agreement.

Q. Leiner would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Assets to Leiner were not free and clear of all Interests of any kind or nature whatsoever, or if Leiner would, or in the future could, be liable for any of the Excluded Liabilities.

R. The Debtor may sell the Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in Section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object fall within one or more of the other subsections of Section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the portion of the Purchase Price ultimately attributable to the property against or in which they claim an Interest, in the order of their priority, with the same validity, force and effect which they now have as against such property, subject to any claims and defenses the Debtor may possess with respect thereto.

S. Leiner is not a successor to the Debtor or its bankruptcy estate by reason of any theory of law or equity, and Leiner shall not assume or in any way be responsible for any liability or obligation of any of the Debtor and/or its bankruptcy estate, except as otherwise expressly provided in the Agreement.

T. The sale of the Assets to Leiner is a prerequisite to the Debtor's ability to confirm and consummate a Chapter 11 plan.

U. Approval of the Agreement and consummation of the Sale of the Assets at this time are in the best interests of the Debtor, its creditors, its estate and other parties-in-interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
DECREED THAT:

1. The Motion is granted to the extent set forth herein.

2. Except as otherwise expressly provided in this Sale Order, all objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

Approval of the Agreement

3. The Agreement, and all of the terms and conditions thereof, is hereby approved.

4. Pursuant to Sections 363(b) of the Bankruptcy Code, the Debtor is authorized to perform its obligations under and comply with the terms of the Agreement, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Agreement.

5. The Debtor is authorized and directed to execute and deliver, and empowered to perform under, consummate and implement, the Agreement, together with all additional instruments, documents, and agreements that may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by Leiner for the purpose of assigning, transferring, granting, conveying and conferring to Leiner or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This Sale Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of the Debtor, all successors and assigns of Leiner, the Debtor and its affiliates and subsidiaries, and any subsequent trustees appointed in the Debtor's Chapter 11 case or upon a conversion to Chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any Chapter 11 plan confirmed in this bankruptcy case

or the confirmation order confirming any such Chapter 11 plan shall conflict with or derogate from the provisions of the Agreement or this Sale Order.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate.

Transfer of Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Sale Order, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to Leiner, free and clear of all Interests of any kind or nature whatsoever with all such Interests of any kind or nature whatsoever to attach to the portion of the Purchase Price ultimately attributable to the Assets that are subject to such Interests, in the order of their priority, with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

9. Except as expressly permitted or otherwise specifically provided by the Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts, customers, lenders, trade and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtor or the Assets conveyed as of the date hereof or as of the Closing Date, as applicable, (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) arising under or out of, in

connection with, or in any way relating to, the Debtor, the Assets, the operation of the Debtor's business prior to the Closing, or the transfer of the Assets to Leiner, hereby are forever barred, estopped, and permanently enjoined from asserting against Leiner, its successors, designees or assigns, its property, or the Assets conveyed in accordance with the Agreement, such persons' or entities' Interests.

10. The transfer of the Assets to Leiner pursuant to the Agreement shall constitute a legal, valid, and effective transfer of such Assets on the Closing Date, as the case may be, and shall vest Leiner with all rights, title, and interests of the Debtor in and to such Assets free and clear of all Interests of any kind or nature whatsoever, and the Debtor shall satisfy any obligations necessary to so transfer such Assets (including, without limitation, the Equipment referenced on Schedule 1.1(a) of the Agreement).

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests in the Debtor or the Assets conveyed pursuant to the Agreement shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Debtor or such Assets or otherwise, then (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Assets and (b) Leiner is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in such Assets of any kind or nature whatsoever.

12. No Contracts are being assumed and assigned to Leiner under the Agreement. If Leiner subsequently seeks to have the Debtor assume and assign to Leiner any contract that is not a Closing Contract (each an "Additional Contract"), the Debtor shall file and prosecute an appropriate motion(s) in this Court, provided that Debtor shall not receive an adjustment to the Purchase Price on account of the assumption and assignment of any Additional Contracts, and provided further that Leiner shall pay all costs associated with the filing and prosecution of such motion(s) as well as all Cure Amounts required under Section 365 of the Bankruptcy Code.

13. Notwithstanding anything in this Order or the Agreement to the contrary, on the Closing Date, the Debtor shall remit, or at Closing shall direct Leiner to remit, to Lender such proceeds as are necessary from the sale of the Assets for application to the Obligations (as defined in the DIP Order), pursuant to and in accordance with the DIP Order. Upon filing of a motion and effective upon entry of a subsequent order of the Court thereon, the Debtor is authorized to enter into a Release and Termination Agreement (in form and substance reasonably acceptable to the Lender) with the Lender, pursuant to which the Lender and the Debtor shall be released and discharged from any and all post-petition obligations and liabilities in accordance with the terms of the DIP Order, the Loan Agreement and the other Financing Agreements, including, without limitation, any obligations of the Lender to hold, reserve or otherwise fund the Professional Fee Carve-Out (as defined in the DIP Order) and/or to pay, fund or otherwise satisfy the fees and expenses of any such Professionals (as defined in the DIP Order), which amounts shall be reserved at closing.

14. The Debtor's authority to borrow and obtain loans from the Lender shall terminate at the time of the Closing. The post-petition liens and security interests granted in

favor of the Lender in accordance with the (i) Final Order (a) Authorizing the Debtor to Obtain Post-Petition Financing and Grant Security Interest and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105 and 364(c); (b) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362; and (c) Authorizing Debtor to Enter into Agreements with the CIT

Group/Business Credit, Inc. and other Financing Agreements shall remain in full force and effect *(other than against the Assets)* until such time as the Court enters a final non-appealable order granting the Lender a full release

and discharge in accordance with the terms of the Final DIP Order *or providing such other and further relief on terms and conditions acceptable to the Lender. and the indefeasible payment in full of the Obligations due to the Lender, including the obligations due to ICC as*

15. Notwithstanding anything to the contrary in this or any prior order, (a) *Junior participant and* nothing shall act to impair, limit, waive, or release any and all rights, claims, causes of action, and defenses that could be asserted by the Committee either on behalf of itself or the Debtor, the Debtor's creditors, or any other party-in-interest, with respect to ICC or any of the Claims not acquired by Leiner, including, but not limited to any and all claims against ICC relating to its alleged obligation to provide ongoing financing to the Debtor, and (b) nothing shall be deemed to have any preclusive effect whatsoever with respect to any such claim or cause of action, *provided, however, this reservation of rights does not include any matter concerning the post-petition financing by ICC.* Additional Provisions

16. The consideration provided by Leiner for the Assets under the Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia.

17. Leiner shall assume the prepetition and postpetition liabilities of the Debtor, as of the Closing Date, for the parties referenced on Exhibit B attached hereto.

18. The consideration provided by Leiner for the Assets under the Agreement is fair and reasonable and may not be avoided under Section 363(n) of the Bankruptcy Code.

19. On the Closing, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Assets, if any, as such Interests may have been recorded or may otherwise exist.

20. This Sale Order (a) shall be effective as a determination that, upon the Closing, all Interests of any kind or nature whatsoever existing as to the Debtor or the Assets prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

21. Leiner shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any underfunding with respect to any and all pension plans) or any other payment to employees of the Debtor except as expressly provided in the Agreement. Leiner shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which a Debtor is a party (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and Leiner shall in no way be deemed a party to or assignee of any such agreement, and no

employee of Leiner shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against Leiner any and all claims arising from or relating to such agreement. Any and all notices required to be given to the Debtor's employees pursuant to The Worker Adjustment and Retraining Notification Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Debtor and Leiner shall have no responsibility or liability therefor.

22. Any amounts that become payable by the Debtor to Leiner pursuant to the Agreement (and related agreements executed in connection therewith) in excess of the Escrow Amount or not contemplated by the Escrow Agreement shall constitute general unsecured claims.

23. All entities that are presently, or on the Closing may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to Leiner on the Closing Date.

24. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Order, Leiner shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Agreement, Leiner shall not be liable for any claims against the Debtor or any of its predecessors or affiliates, and Leiner shall have no successor or vicarious liabilities of any kind or character including but not limited to any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor, including, but not limited to, liabilities on account of

any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtor's business.

25. Following the Closing, no holder of an Interest in the Debtor or the Assets shall interfere with Leiner's title to or use and enjoyment of the Assets based on or related to such Interest, or any actions that the Debtor may take in its Chapter 11 case.

26. Nothing in this Sale Order or the Agreement releases or nullifies any liability to a governmental entity under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Sale Order; provided that nothing in this Sale Order or the Agreement or otherwise shall make or shall be construed to make Leiner an owner or operator of any real property.

27. The Court retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to Leiner, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtor, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Sale Order, and (e) protect Leiner against (i) any of the Excluded Liabilities or (ii) any Interests in the Debtor or the Assets, of any kind or nature whatsoever.

28. Notwithstanding Bankruptcy Rule 6004(g) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Debtor and Leiner are free to close under the Agreement at any time. The transactions contemplated by the

Agreement are undertaken by Leiner in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to Leiner, unless such authorization is duly stayed pending such appeal. Leiner is a purchaser in good faith of the Assets, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

29. The terms and provisions of the Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, and its creditors, Leiner, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in the Assets to be sold to Leiner pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee(s) under any Chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

30. Acquired Claims, as defined in the Agreement, shall not include those causes of action set forth in Section 1.2(i) of the Agreement, and specifically does not include any Claims of the Debtor against the Debtor's officers, directors, successors, assigns, officers, directors, lenders, investors, partners, insiders as defined in Bankruptcy Code section 101(31), advisors, employees, attorneys, agents, representatives, affiliates, subsidiaries, parents (including, without limitation, ICC), accountants, or professionals, and all such claims are retained by the Debtor's estate.

31. The Debtor is authorized to escrow and distribute proceeds from the Sale in accordance with the terms of the Stipulation Among Debtor, General Electric Capital

Corporation and Unsecured Creditors' Committee Regarding Bidding Procedures and Distribution of Sale Proceeds attached hereto as Exhibit C.

32. Nothing herein shall authorize or approve the sale of any asset not owned by the Debtor, including, without limitation, the personal property owned by Novartis Consumer Health, Inc. as set forth in Section 1.2(b) of the Seller Disclosure Schedule.

33. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

Dated: September 20, 2005
Wilmington, Delaware



Mary F. Walrath
Chief United States Bankruptcy Judge